



**Bid Number: 04-X-36166**

**REQUEST FOR PROPOSAL FOR:**

**MAINTENANCE AND REPAIR FOR FUEL DISPENSING UNITS**

Date Issued: 02/01/04

Purchasing Agency

State of New Jersey  
Department of the Treasury  
Division of Purchase and Property  
Purchase Bureau, PO Box 230  
33 West State Street  
Trenton, New Jersey 08625-0230

Using Agency

State of New Jersey  
Cooperative Purchasing Members

<b>1.0 INFORMATION FOR BIDDERS</b>	<b>3</b>
1.1 PURPOSE AND INTENT	3
1.2 BACKGROUND	3
1.3 KEY EVENTS	3
1.3.1 QUESTIONS AND INQUIRIES	3
1.3.1.1 QUESTION PROTOCOL	4
1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES	4
1.4 ADDITIONAL INFORMATION	4
1.4.1 REVISIONS TO THIS RFP	4
1.4.2 ADDENDUM AS A PART OF THIS RFP	4
1.4.3 ISSUING OFFICE	4
1.4.4 BIDDER RESPONSIBILITY	4
1.4.5 COST LIABILITY	4
1.4.6 CONTENTS OF BID PROPOSAL	4
1.4.7 PRICE ALTERATION	4
1.4.8 JOINT VENTURE	5
<b>2.0 DEFINITIONS</b>	<b>6</b>
2.1 GENERAL DEFINITIONS	6
2.1 CONTRACT SPECIFIC DEFINITIONS	6
<b>3.0 COMMODITY DESCRIPTION/SCOPE OF WORK</b>	<b>7</b>
<b>4.0 PROPOSAL PREPARATION AND SUBMISSION</b>	<b>13</b>
4.1 GENERAL	13
4.2 PROPOSAL DELIVERY AND IDENTIFICATION	13
4.3 NUMBER OF BID PROPOSAL COPIES	13
4.4 PROPOSAL CONTENT	13
4.4.1 SECTION 1 – FORMS	13
4.4.1 SECTION 1 – FORMS	13
4.4.1.1 OWNERSHIP DISCLOSURE FORM	14
4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION	14
4.4.1.3 AFFIRMATIVE ACTION	14
4.4.2 SUBMITTALS	14
4.4.2.1 BIDDER DATA SHEET	14
4.4.2.2 REFERENCE DATA SHEETS - SATISFACTORY CUSTOMER SERVICE	14
4.4.2.3 MANDATORY CONTRACTOR DATA SHEET - TERMINATED CONTRACTS	15
4.4.3 COST PROPOSAL	16
4.4.4 PRICE SHEETING INSTRUCTION	16
<b>5.0 CONTRACTUAL TERMS AND CONDITIONS</b>	<b>19</b>
5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS	19
5.2 BUSINESS REGISTRATION	19
5.3 CONTRACT TERM AND EXTENSION OPTION	19
5.4 CONTRACT TRANSITION	19
5.5 AVAILABILITY OF FUNDS	19
5.6 CONTRACT AMENDMENT	19
5.7 PROCEDURAL REQUIREMENTS AND AMENDMENTS	19
5.8 ITEMS ORDERED AND DELIVERED	20
5.9 REMEDIES FOR NON-PERFORMANCE	20
5.13 CONTRACT ACTIVITY REPORT	20
<b>6.0 PROPOSAL EVALUATION/CONTRACT AWARD</b>	<b>21</b>
6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL	21
<b>7.0 GEOGRAPHICAL DELIVERY AREA</b>	<b>22</b>
7.1 AREA(S) TO BE SERVED	22

## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the New Jersey Department of Transportation, the New Jersey State Police and various State Agencies of New Jersey. The purpose of this RFP is to solicit bid proposals for the maintenance and repair of fuel dispensing units on a regional basis, when required by the New Jersey Department of Transportation, the New Jersey State Police and other State Agencies of New Jersey.

The intent of this RFP is to award contracts to those responsible bidders whose bid proposals, conforming to this RFP are most advantageous to the State, price and other factors considered.

The Standard Terms & Conditions, [Appendix 1](#) of this RFP, will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise.

The State intends to extend the contract[s] awarded to the Purchase Bureau's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges.

**Although the State, with the assent of the vendor(s), is making the use of any contract resulting from this RFP available to non-State Agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.**

### **1.2 BACKGROUND**

This is a repurchase of the Maintenance and Repair for Fuel Dispensing Units, term contract, presently due to expire on January 31, 2004. Vendors who are interested in the current contract specifications and pricing information are encouraged to visit the Purchase Bureau's website on the world wide web. The applicable "T" reference number for this lookup is T#0869. The exact www address is <http://www.state.nj.us/treasury/purchase/contracts.htm>

### **1.3 KEY EVENTS**

#### **1.3.1 QUESTIONS AND INQUIRIES**

It is the policy of the Division to accept questions and inquiries from all potential bidders receiving this RFP.

Written questions can be mailed, e-mailed or faxed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Attn: **Cheryl A. Crist**  
State of New Jersey  
Division of Purchase and Property  
Purchase Bureau  
PO Box 230  
Trenton, New Jersey 08625-0230

E- Mail: <mailto:cheryl.crist@treas.state.nj.us>  
Fax Number: **(609) 984-1359**  
Phone Number: **(609) 292-0490**

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official

connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

#### **1.3.1.1 QUESTION PROTOCOL**

Written questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Short procedural inquiries may be accepted by telephone by the Purchase Bureau buyer, however, oral explanations or instructions given over the telephone shall not be binding on the State. Vendors shall not contact the Using Agency directly, in person, or by telephone, concerning this RFP.

#### **1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES**

The cut-off date for questions and inquiries relating to this RFP is two weeks prior to the bid opening date.

### **1.4 ADDITIONAL INFORMATION**

#### **1.4.1 REVISIONS TO THIS RFP**

In the event it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Addendum, if any, to this RFP will be posted to the Purchase Bureau website. It is the vendor's responsibility to check the website regularly between the time the RFP is issued to the bid opening date for any Addenda. The website is: <http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml>

#### **1.4.2 ADDENDUM AS A PART OF THIS RFP**

Any addendum to this RFP shall become part of this RFP and part of any contract awarded as a result of this RFP.

#### **1.4.3 ISSUING OFFICE**

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in Section 1.3.1 is the sole point of contact between the vendor and the State for purposes of this RFP.

#### **1.4.4 BIDDER RESPONSIBILITY**

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, as to all of the requirements of this RFP.

#### **1.4.5 COST LIABILITY**

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

#### **1.4.6 CONTENTS OF BID PROPOSAL**

The entire content of every bid proposal will be publicly opened and will become a matter of public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal. All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment to inspect bid proposals received in response to this RFP by contacting the Purchase Bureau buyer.

#### **1.4.7 PRICE ALTERATION**

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award being made to the bidder.

#### 1.4.8 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, MacBride Principles Certification and business registration must be supplied by each party to the joint venture.

- 1.5 The bidder's signature guarantees that prices set forth within the manufacturer's preprinted price lists and/or catalogs will govern for the period of the contract. The bidder also acknowledges that, notwithstanding any reference to price escalation clauses, fob shipping point, and shipping charges contained in the preprinted price lists, catalogs, and/or literature, such references shall not be part of any State contract awarded as a result of this RFP.

## **2.0 DEFINITIONS**

### **2.1 GENERAL DEFINITIONS**

The following definitions shall be part of any contract awarded or order placed as a result of this RFP:

**Addendum** - Written clarification or revision to this RFP issued by the Purchase Bureau.

**Amendment** - A change in the scope of work to be performed by the contractor. An amendment is not effective until signed by the Director, Division of Purchase and Property.

**Bidder** – A vendor submitting a bid proposal in response to this RFP.

**Contract** - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

**Contractor** - The contractor is the bidder awarded a contract.

**Director** - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

**Division** - The Division of Purchase and Property.

**May** - Denotes that which is permissible, but not mandatory.

**Request for Proposal (RFP)** - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of [the] Using Agency[ies], as identified herein.

**Shall or Must** - Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal, as materially non-responsive.

**Should** - Denotes that which is recommended, but not mandatory.

**State** - State of New Jersey

**Using Agency[ies] or Agency[ies]** - The entity[ies] for which the Division has issued this RFP.

### **2.1 CONTRACT SPECIFIC DEFINITIONS**

**Straight Time:** is from 0800 to 1700 Monday to Friday except State holidays.

**Overtime:** All hours outside the straight time.

**Emergency Call:** Contractor will be expected to be available for on-call and emergency work as may be required and will be compensated at the rates specified in their bid. Contractor will be required to respond to on-call service within one (1) day of agency request. In the case of emergency service calls, the contractor shall respond within 4 hours to the site.

### **3.0 COMMODITY DESCRIPTION/SCOPE OF WORK**

The RFP covers the Maintenance and repair work of all internal and external components associated with the dispensing unit including but not limited to the pump housing, pump, pump piping, motors, belts, seals, gaskets, metering devices, computer, filters, valves, associated electric fittings, switching devices, strainers, lighting, nozzles, hoses, vents, etc., as well as calibration thereof. Additionally, tank devices, check valves, drop tubes, fill or vapor recovery appurtenances, etc. are included in this contract.

**NOTE: This RFP does not include excavation work or any work wherein excavation would be required. Also no new fuel dispensing units can be purchased under the scope of this contract. New fuel dispensing units can be purchased under T-0849 (Aboveground Fuel Tanks, Assoc. Equipment Installation, Tank Removal & Systems Services.)**

In cases, where significant repairs may be required in excess of \$500.00 for a dispensing unit, the contractor shall contact the Using Agency to ascertain whether or not to proceed with same and whether replacement is in the best interest of the agency. Final determination will rest with the using agency.

The contractor shall be licensed by the State of New Jersey to properly calibrate and adjust fuel metering and dispensing devices.

The contractor shall notify the on-site manager whenever he arrives on a site. The regional coordinator of each region can provide a list of all facility supervisors and phone numbers for contractor use.

At the completion of a job, the contractor shall submit a detailed explanation of the work performed, time spent on the job, and description and cost of parts replaced. At the using agency's request, the contractor shall provide any or all defective or replaced parts for inspection.

All work shall be performed by trained mechanics regularly employed by the contractor.

The contractor shall complete all work in a professional, workmanlike manner, leaving all work sites in a clean and operational condition. The contractor's service technician shall complete a service report indicating the work completed on each unit and have the report signed by the facility supervisor. The facility supervisor shall retain a copy of the report for distribution to facility repair and/or Accounting Supervision.

The Department of Transportation and State Police have a multitude of locations and various types of dispensing units throughout each region. The following listing best represents the current inventory of these units. New locations were added below for Central Motor Pool as well as Southwoods State Prison and Woodbridge Developmental Center. (New Location in bold with asterisk).

#### **NORTH REGION**

Branchville Maintenance Yard (4102), Rt. 206  
Two Units (Gasboy)

Clifton Maintenance Yard (4211), Rt. 3 & Bloomsfield Ave.  
Two Units (Gasboy)

Columbia Maintenance Yard (4125), Rtes. 46 & 80  
Two Units (Gasboy)

Elizabeth-Bayway Maintenance Yard (4228), Trenton & 4th. St.  
One Unit (Gasboy)

Elizabeth N. Avenue Maintenance Yard (4208) Rt 1 & North Avenue  
One Unit (Gasboy)

Ft. Lee Maintenance Yard (4206) Edwin Ave near 46 & 95  
One Unit (Gasboy)

Frelinghuysen Twp. Maintenance Yard (4110), Rt. 94  
Two Units (Gasboy)

Hanover Twp. Maintenance Yard (4135), Rt. 287 & Eden Lane  
Two Units (Gasboy)

Jersey City Maintenance Yard (4218) Seaman & St Paul Avenue  
Two Units (Gasboy)

Lafayette Vehicle Service Center (4114), Rt. 94  
Two Units (Gasboy)

Lodi Maintenance Yard (4214), Gregg St. off Rt. 17  
Two Units (Gasboy)

Newark Maintenance Yard (4200), 602 RT Hq. South  
Four Units (Bennett, Bennett, Gasboy Submer., Gasboy Submer.)

Netcong Vehicle Service Center (4100), Rts. 183 & 80  
Two Units (Gasboy)

Paterson Maintenance Yard, McLean Blvd (4203)  
Two Units (Gasboy)

Ramsey Maintenance Yard (4239) 15 Arrow Road  
One Unit (Gasboy)

Riverdale Maintenance Yard (4119), Behind National Guard  
Two Units (Gasboy)

Rockaway Twp. Maintenance Yard (4118), Rt. 15  
Two Units (Gasboy)

Summit Maintenance Yard (4223) 47 Springfield Avenue  
Two (Gasboy)

Sussex Maintenance Yard (4103), Rt. 23  
Two Units (Gasboy)

Washington, State Police, (Gasboy)

West Orange Maintenance Yard (4216), Pleasant Valley Way  
Two Units (Gasboy)

Secaucus Maintenance Yard (4215), Rt. 3 & County Rd.  
One Unit (Gasboy)

Totowa Maintenance Yard (4204), Rt. 80 & Minisink Rd.  
Three Units (All Gasboy)

Washington/Port Colden Maintenance Yard (4143) Rt. 57 (Rear of State Police)  
Four Units (Both Gasboy)

### **CENTRAL REGION**

NOTE: COMBOS ARE PUMPS WITH ONE SIDE GAS AND THE OTHER SIDE DIESEL



Bedminster Vehicle Service Center Yard (4163), Rts. 202/206  
One Diesel (Gasboy)

Bedminster, State Police, Rt 202/206  
Two Gas (Gasboy)

Bloomsbury Maintenance Yard (4151), Rt. 173  
Two Combos (Gasboy)

Bridgewater Maintenance Yard (4157), Rts. 202 & 206  
Two Combos (Gasboy)

**\*Calhoun Street Facility**, 110 Calhoun Street, Trenton, NJ  
Two Unleaded Units (Gasboy)

Clinton Maintenance Yard (4154, Main Street, Annandale  
One Gas and One Diesel (Gasboy-Astra)

Edison, State Police, (One Gas) (Gasboy)

**\*Eggerts Crossing Garage**, 161 Eggerts Crossing Road,  
Lawrenceville, NJ  
One Unleaded Unit (Gasboy)

Flemington Maintenance Yard (4167), Rt. 31  
One Gas and One Diesel (Gasboy)

Freehold Vehicle Service Center (4300), Daniel's way off Rt. 79  
Two Gas and 2 Diesels (Gasboy)

Hamilton Twp. Maintenance Yard, Kuser Road off Rt 130,  
Two Gas and One Diesel (Gasboy Astra), One National Gas

Hazlet Twp. Maintenance Yard (4305), Clark & Phyllis Sts.  
One Diesel (Gasboy)

Keasby Vehicle Service Center (4356), Smith Street at Rt 9  
One Gas and One Diesel (Gasboy)

Keyport, State Police (One Gas) (Gasboy)

Lakewood Twp Maintenance Yard, Rt 9 and Honey Locust Road,  
Four Gas and Two Diesel (Gasboy)

Lawrence Twp. Maintenance Yard (4304), Rt. 1  
One Gas and One Diesel (Gasboy)

Manahawkin Maintenance Yard (4338), Grassy Hollow Rd. off Rts. 9 & 72  
One Gas (Gasboy) and One Diesel (Gasboy)

North Brunswick Maintenance Yard (4302), College Farm Road  
Two Combos (Gasboy)

Ocean Twp. Maintenance Yard (4318), Bowne Rd.  
One Gas and One Diesel (Gasboy)

Point Pleasant, State Police,  
One Gas and One Diesel (Gasboy)

Sand Hill Maintenance Yard (4301), Rt. 1

One Gas and One Diesel (Gasboy)

Sayreville Maintenance Yard (4302), College Farm Road  
Two Combos (Gasboy)

Somerville, State Police, (Gasboy)

Toms River Maintenance Yard (4337), Rt. 37  
One Gas and One Diesel (Gasboy)

Trenton Headquarters Complex - NJDOT 1035 Parkway Fernwood Complex (4350), Trenton  
Two Gas and Two Diesel (Gasboy), Two Natural Gas

Wall Twp. Maintenance Yard (4358), Paynters Rd. off Rt. 34  
One Gas and One Diesel (Gasboy)

Washington Twp. (4357), Voebel Rd. off Rt.130  
Two Gas and One Diesel (Gasboy)

West Trenton Maintenance Yard (4308), Bear Tavern Rd. at Rt. 95  
One Gas and One Diesel (Gasboy)

West Trenton, State Police,  
Two Gas (Gasboy)

West Amwell Maintenance Yard (4172), Rt. 179  
One Gas and One Diesel (Gasboy)

**\*Woodbridge Developmental Center -**  
One Unit diesel (Gasboy)  
Three Units Unleaded (Gasboy)

## **SOUTH REGION**

**\*Bayside Fuel Facility, Bayside State Prison**, 4249 Route 47,  
Leesbury, NJ  
One Diesel Unit (Gasboy)  
Three Unleaded Units (Gasboy)

Bordentown Maintenance Yard (4419), Dunn's Mill Rd. off Rt. 130  
(mp54.5) Three Units (Gasboys Two Gas-9153A One Diesel-9153c)

Bridgeport Maintenance Yard (4409), Barkers Ave @ Rt. 130 5b (mp 12.7)  
One Gas and One Diesel (Gasboy)

Buena Maintenance Yard (4428), Rt. 40(mp 34.95)  
Two Units (Gasboy) One Gas and One Diesel Unit

**\*Buena Vista, State Police**, 4 Units (all Gasboy)  
Southwoods State Prison Regional Fuel Site, Two Units Diesel (Type  
Gasboy) Four Units Unleaded (Type Gasboy)

Cherry Hill Vehicle Service Center (4400), Frontage Road @ Rt. 70 EB (mp5.3)  
Two Units (Gasboy-9153) (One Gas and One Diesel) and One CNG under construction

Cumberland Maintenance Yard (4445) Rt. 49 (mp 42.35)  
Two Units (Gasboys diesel 9153CFLSS; GAS 9153CFLSS)

Deepwater Maintenance Yard (4435), Hook Rd. Off Rt. 295 (mp 0.15)  
One Gas and One Diesel (Gasboy-Astra)

Deptford Twp. Maintenance Yard (4462), Superior Hwy @ Rt. 41 (mp 3.3)  
One Gas and One Diesel (Gasboy-Astra)

Edgewater Park, State Police, One Unit (Gasboy)

Edgewater Park Maintenance Yard (4421), Mount Holly/Beverly-Rancocas  
Rd. & Rt.130 (mp42.1) Two Units (Gasboy) One Gas & One Diesel)

Elmer Maintenance Yard (4422), Rt. 40 (mp 21.15)  
Two Units (Gasboy) Diesel (Gasboy) 9122CVR S/N 455928 GAS)

Folsom Maintenance Yard (4425, Rt 54SB @ CR 561) One Diesel pump to be  
constructed by winter.

Glassboro Maintenance Yard (4416), Grove St. off Rt. 47(MP 62.0)  
Two Units (Gasboy Gasoline Model 9123 CFV; Diesel 9123 CF)

**\*Hammonton Motor Pool**, Two Units Propane Tanks (Liqua-Tech)  
(Type One, Style Two) Model LPM-100  
Two Unleaded Units

Mays Landing Vehicle Service Center (4433), Apple St. off Rt. 50 (mp 21.5)  
Two Units (Gasboys 9153c) (One Gas One Diesel)

Mckee City Maintenance Yard (4430), Rts. 40 & 322 (MP 53.4)  
One Diesel Only (Gasboy)

Middle Twp. Maintenance Yard (4454), Rt. 9 (mp 8.3) & Edgewood Rd  
Two Units (Gas-Gasboy S/N 163169 18; Diesel/AST Gasboy 9123CF  
S/N 456254)

Mt. Laurel Maintenance Yard (4424), Rt. 38 EB (mp10.8)  
Two Units (Fill-Rite)

North Wildwood, State Police, One Unit (Wayne)

Petersburg Maintenance Yard (4447), Rt. 50 (mp 4.2)  
Two Units (Gasboy-Diesel 3788; Gas-Gasboy 9153cf, S/N 458656)

Pennsauken Maintenance Yard (4403), Federal St. off Rt. 130 (mp31.9)  
One Gas and One Diesel (Gasboy)

Pomona Maintenance Yard (4434), Rt. 30 (mp 10.1)  
Two Units (Gas-Gasboy; 3788; Diesel-Gasboy 9123)

Port Norris, State Police, One Unit (Gasboy)

Red Lion, State Police, One Unit (Gasboy)

Red Lion Maintenance Yard (4423), Rt. 70 (mp18.2)  
Three Units (Gasboy-9153A Two Gas & One Diesel)

Tuckerton, State Police, One Unit (southwest)

Vineland Garage Yard (4440), Rt. 47(1959 South Delsea Drive)  
Two Units (Gasboys -MD 9152 SN 449564 Gas MD9153A S/N 459131  
Diesel)

West Deptford Maintenance Yard (4412), Crown Point Road @ Rt. 130 (mp12.7)  
One Gas and One Diesel (Gasboy)

West Berlin Maintenance Yard (4407), walker Ave@ Rt.73 (mp 17.62)  
Two Units (Gasboy) (One Gas and One Diesel)

Woodstown, State Police, One Unit (Gasboy)

## 4.0 PROPOSAL PREPARATION AND SUBMISSION

### 4.1 GENERAL

The bidder must follow instructions contained in this RFP and on the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The first page (face) of this RFP shall be signed by an authorized representative of the bidder. However, if the bidder is a limited partnership, the first page (face) of this RFP must be signed by a general partner. If the bidder is a joint venture, the first page (face) of this RFP must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

Pricing and information sheets must be completed in their entirety. Failure to comply with this requirement may result in rejection of the bid proposal.

No changes or white outs will be permitted on the specification sheets, unless each change is initialed and dated in ink by the bidder.

### 4.2 PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. State regulation mandates that late bid proposals are ineligible for consideration. **THE EXTERIOR OF ALL BID PROPOSAL PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME.** (See RFP cover sheet).

### 4.3 NUMBER OF BID PROPOSAL COPIES

Each bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Each bidder should submit **one full, complete and exact copy** of the original. The copy requested is necessary in the evaluation of the bid proposal. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

### 4.4 PROPOSAL CONTENT

The bid proposal should be submitted in one volume and that volume divided into four (4) sections as follows:

#### 4.4.1 SECTION 1 – FORMS

- Section 1 - Forms (Section 4.4.1)

CONTENTS	RFP SECTION REFERENCE	COMMENTS
Forms	<a href="#">Cover sheet</a>	Completed and signed cover sheet (Page 3 of this RFP)
	<a href="#">4.4.1.1</a>	Ownership Disclosure Form ( <a href="#">Attachment 1</a> )
	<a href="#">4.4.1.2</a>	MacBride Principles Certification ( <a href="#">Attachment 2</a> )
	<a href="#">4.4.1.3</a>	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate ( <a href="#">Attachment 3</a> )
	<a href="#">1.1 of the Standard Terms &amp; Conditions</a>	Business Registration from Division of Revenue

#### 4.4.1 SECTION 1 – FORMS

#### 4.4.1.1 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is attached as [Attachment 1](#) to this RFP.

The Ownership Disclosure Form is attached as [Attachment 1](#) to this RFP.

#### 4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

The MacBride Principles Certification Form is attached as [Attachment 2](#) to this RFP

#### 4.4.1.3 AFFIRMATIVE ACTION

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a State contract.

The Affirmative Action Forms are attached as [Attachment 3](#) to this RFP

#### 4.4.2 SUBMITTALS

##### 4.4.2.1 BIDDER DATA SHEET

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly note here that it is doing so:

1. Name of individual that may be contacted at all times if information, service, or problem solving is required by the using agency. This service shall be available at no additional charge.

**(PLEASE PRINT OR TYPE)**

Name:\_\_\_\_\_

Address:\_\_\_\_\_

City, State:\_\_\_\_\_

Telephone Number:\_\_\_\_\_Fax Number:\_\_\_\_\_

2. Years of this individual's experience in servicing similar accounts:\_\_\_\_\_

3. Identify the similar accounts this individual has serviced:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

##### 4.4.2.2 REFERENCE DATA SHEETS - SATISFACTORY CUSTOMER SERVICE

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly state here that it is doing so:

Supply the name(s) of present customers you are servicing for contracts of a similar size and scope to those required by this RFP. The State reserves the right to visit these locations and verify production.

1. Name of customer provided as reference:\_\_\_\_\_

Name of individual State may contact to verify reference:\_\_\_\_\_

Phone # of contact person:\_\_\_\_\_

Length of time services provided by the bidder to this customer:\_\_\_\_\_

2. Name of customer provided as reference:\_\_\_\_\_

Name of individual State may contact to verify reference:\_\_\_\_\_

Phone # of contact person:\_\_\_\_\_

Length of time services provided by the bidder to this customer:\_\_\_\_\_

3. Name of customer provided as reference:\_\_\_\_\_

Name of individual State may contact to verify reference:\_\_\_\_\_

Phone # of contact person:\_\_\_\_\_

Length of time services provided by the bidder to this customer:\_\_\_\_\_

#### **4.4.2.3 MANDATORY CONTRACTOR DATA SHEET - TERMINATED CONTRACTS**

The bidder must provide all of the information requested. The bidder may provide its response on a separate attachment but should clearly state here that it is doing so:

Provide a list of contracts, if any, your firm has been terminated from during the last three years along with the reason that your contract was terminated. List name of contact person and phone number of the firm which terminated your firm's contract.

1. Name of Firm:\_\_\_\_\_

Contact Person:\_\_\_\_\_

Phone Number:\_\_\_\_\_

Reason for Termination:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Name of Firm:\_\_\_\_\_

Contact Person:\_\_\_\_\_

Phone Number:\_\_\_\_\_

Reason for Termination:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Name of Firm:\_\_\_\_\_

Contact Person:\_\_\_\_\_

Phone Number:\_\_\_\_\_

Reason for Termination:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#### **4.4.3 COST PROPOSAL**

The bidder must submit its pricing using the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

#### **4.4.4 PRICE SHEETING INSTRUCTION**

This term contract requires the bidders to submit prices for hourly labor rates and materials needed to provide for maintenance and repair of Fuel Dispensing Units on a regional basis.

All prices established will be firm for the duration of this contract, and include transportation charges for providing service at any of State Agency locations along with locations of any Cooperative Purchasing partners. No price escalation clauses will be acceptable for the duration of this contract.

Price Lines (00001 through 00012)

Price Lines 00001 through 00006) Hourly rate for Year 1

Price Lines 00007 through 00012) Hourly rate for Year 2

Bidder(s) are required to bid both Year 1 and Year 2 price lines for each region. Failure to bid both years per region will be cause for rejection of your bid proposal for that region only.

Price Lines (00013 through 00018)

Bidder(s) are required to submit current price sheets for the brands listed on the price lines and also the discounts being offered for the parts. Bidders are also required to indicate on the request for bid proposal price page the price list #, price list date and the column from which the discount is being offered. Failure to submit the price sheet(s) may be cause for rejection of the bid. Please insert your discount being offered in the % discount column. Do not bid a spread of discounts (10-20%) as they will not be considered.

The bidder's signature will guarantee that prices offered in the manufacturer's preprinted price lists and/or catalogs attached hereto will hold firm for the entire contract period. This sheet also waives all reference to price escalation clauses, fob shipping point, and shipping charges contained in the preprinted price lists, catalogs, and/or literature that have not been deleted by the bidder.



Contractor travel costs must be incorporated in its bid proposal price. Hourly labor rates begin with contractor arrival on site and end when contractor leaves site.

**a. Straight Time - is from 0800 to 1700 Monday to Friday except State holidays.**

**b. Overtime - All hours outside the straight time.**

Contractor will be expected to be available for on-call and emergency work as may be required and will be compensated at the rates specified in its bid proposal.

Contractor will be required to respond to on-call service within one (1) day of agency request. In the case of emergency service calls, the contractor shall respond within 4 hours to the site

Fuel dispensing units shall be construed to mean all gasoline, diesel kerosene, propane tanks and natural gas dispensing facilities at Department of Transportation, State Police locations and various Using Agencies as listed below:

**Additional Units** not listed in this RFP: Any new facilities installed within a region following commencement of this contract shall be covered at the same prices, terms and conditions of this award.

**THE THREE (3) REGIONAL AREAS COVERED BY THIS CONTRACT ARE AS FOLLOWS:**

**North Region** - Sussex, Warren, Morris, Passaic, Bergen, Hudson, Essex and Union Counties

**Central Region**-Mercer, Middlesex, Monmouth, Ocean, Somerset and Hunterdon Counties

**South Region** - Burlington, Camden, Gloucester, Salem, Cumberland, Cape May and Atlantic Counties

**REGIONAL COORDINATOR FOR THE ABOVE LIST OF REGIONS:**

Richard Kolibas Central - D.O.T. Headquarters Complex, Trenton  
Phone: (609) 530-4571

Jeffrey Spicka- Northern Regional Hqts (DOT) 200 Stierli Court, Mt Arlington NJ 07856  
Phone: (973) 770-5046

Mike Moran - Central Regional Hqts (DOT) Rt 79 Daniels Way Freehold NJ  
Phone: (732) 308-4117

William Kingsland - Southern Regional Hqts (DOT) One Executive Campus Cherry Hill NJ 08002  
Phone: (856) 486-6605

State Police contact person for all facilities -Frank Faltum Engineer in Charge  
Phone: (609) 882-2000 Ext. 2356

Ed Watts Southwoods State Prison Regional Fuel Site North Blvd & Burlington Road South  
Bridgeton NJ 08302  
Phone: (856)459-7600 Fax (856)459-7620

Robert Weber Woodbridge Developmental Center, Rahway Ave, Avenel NJ 07001  
Phone: (732) 499-5168 Fax(732)499-5563

Tom Mantel - Hammonton Motor Pool - 253 "D" No. White Horse Pike,  
Hammonton NJ 08037  
Phone: (856) 757-2649 Fax (609)567-9075

Jim Gould Calhoun Street Facility, 110 Calhoun Street, Trenton NJ  
Phone: (609)292-9740

Phil Horner - Eggerts Crossing Garage, 161 Eggerts Crossing Road, Lawrenceville, NJ

Phone: (609) 530-2073

Robert DeMattie, Crew Supervisor, Bayside Fuel Facility, Bayside State Prison 4249 Route 47,  
Leesbury NJ

Phone: (856)785-0040 Ext. 5429

## **5.0 CONTRACTUAL TERMS AND CONDITIONS**

### **5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the Standard Terms and Conditions of the RFP.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the Standard Terms and Conditions, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

### **5.2 BUSINESS REGISTRATION**

See Standard Terms & Conditions, [Appendix 1, Section 1.1](#).

### **5.3 CONTRACT TERM AND EXTENSION OPTION**

The term of the contract shall be for a period of two (2) years. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of one (1) year period, by the mutual written consent of the contractor and the Director. Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.

### **5.4 CONTRACT TRANSITION**

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

### **5.5 AVAILABILITY OF FUNDS**

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

### **5.6 CONTRACT AMENDMENT**

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and executed by the contractor and the Director.

### **5.7 PROCEDURAL REQUIREMENTS AND AMENDMENTS**

5.7.1 The contractor shall comply with procedural instructions that may be issued from time to time by the Director.

5.7.2 During the period of the contract, no contractual changes are permitted, unless approved in writing by the Director.

5.7.3 The State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

## **5.8 ITEMS ORDERED AND DELIVERED**

The Using Agencies are authorized to order and the contractors are authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agency reveals that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director in the termination of the contract or in the award of any subsequent contract. The Director may take such steps as are necessary to have the items returned by the Using Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

The contract involves items, which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs.

## **5.9 REMEDIES FOR NON-PERFORMANCE**

In the event that the contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code. In this event, the Director may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor.

- 5.10 All products must conform in every respect to the standards and regulations established by Federal and New Jersey State laws.
- 5.11 All products shall be manufactured and packaged under modern sanitary conditions in accordance with good commercial practice.
- 5.12 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to insure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by the Using Agency at the contractor's expense.

## **5.13 CONTRACT ACTIVITY REPORT**

In conjunction with the standard record keeping requirements of this contract, as listed in paragraph 3.19 of this RFP's standard terms and conditions, the contractor must provide, on a yearly basis, to the Purchase Bureau buyer assigned, a record of all purchases made under its contract. This information must be provided in a tabular format such that an analysis can be made to determine the following:

- Contractor's total sales volume under contract, subtotaled by product.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this contract requirement.

Contractors are encouraged to submit the required information in electronic spreadsheet format. The Purchase Bureau uses Microsoft Excel.

Failure to submit these mandated reports will be a factor in future award decisions.

## **6.0 PROPOSAL EVALUATION/CONTRACT AWARD**

**6.1** For a product bid that has been determined to be in compliance with this RFP, the contract shall be awarded on the basis of the following criteria, not necessarily listed in the order of importance:

6.1.1 Price

6.1.2 Experience of the bidder

6.1.3 The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.

6.1.4 Submission of Appendix 3

6.1.5 Delivery time as per Section 13 of the cover sheet of this RFP.

### **6.2 Oral Presentation and/or Clarification of bid Proposal**

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

**6.3** Contract awards for each region shall be made to the bidder offering the lowest total prices for both straight and overtime labor rates per hour for both years with reasonable promptness by written notice to that responsible bidder, whose bid proposal, conforming to this RFP, is most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest so to do.

## 7.0 GEOGRAPHICAL DELIVERY AREA

- a. Vendor(s) must bid on an entire zone. Selected counties within a zone will not be accepted.
- b. For purposes of bidding and award, counties within the zones are as indicated below. Vendors to bid on the appropriate zone as listed on the bid pricing sheets for each brand/category.

### **NORTH ZONE**

BERGEN CO.  
ESSEX CO.  
HUDSON CO.  
MORRIS CO.  
PASSAIC CO.  
SUSSEX CO.  
UNION CO.  
WARREN CO.

### **CENTRAL ZONE**

MERCER CO.  
MIDDLESEX CO.  
MONMOUTH CO.  
OCEAN CO.  
HUNTERDON CO.  
SOMERSET CO.

### **SOUTH ZONE**

ATLANTIC CO.  
CAMDEN CO.  
CAPE MAY CO.  
CUMBERLAND CO.  
GLOUCESTER CO.  
SALEM CO.  
BURLINGTON CO.

\*\*\*\*\*

## 7.1 AREA(S) TO BE SERVED

Please indicate the area(s) you will service by checking off the appropriate region as listed below: (counties within regions are listed in section 7.0 of this RFP.) Unless specially noted by the bidder, the prices submitted shall apply to all areas of the State regardless of geographic location.

- ( ) REGION NORTH
- ( ) REGION CENTRAL
- ( ) REGION SOUTH

Bidders are free to submit proposals for more than one region, provided satisfactory customary service is established in the reference data sheets for each region, Section 4.4.2.1. The State is free to ask for additional information relating to bidders ability for servicing a region bid upon.